

APPENDIX WIRELESS

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APPENDIX WIRELESS

1. INTRODUCTION

- 1.1 This Appendix **only applies in the states of Oklahoma, Kansas, Arkansas, and Texas** and sets forth the terms and conditions under which the Parties will distribute revenue from their joint provision of Wireless Interconnection Service for traffic from a Commercial Mobile Radio Service (CMRS) provider under the auspices of a tariff specific to wireless service, that is originated on a CMRS provider's network and terminating through the Parties' respective wireline switching networks within a Local Access and Transport Area (LATA). The Parties will be compensated under this Appendix only to the extent that they are not compensated for Wireless Interconnection Service under other tariffs, settlement agreements, contracts or other mechanism. This Appendix is subject to the terms and conditions of applicable tariffs. Notwithstanding the foregoing, this Appendix applies only where mobile to land traffic is being delivered, the CMRS provider exchanges traffic with the Primary Company pursuant to the Primary Company's tariff specific to wireless services, and the CMRS provider does not have an agreement for the exchange of traffic with the Secondary Company.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 **SBC-SWBT** - As used herein, **SBC-SWBT** means the above listed ILEC doing business in Kansas, Arkansas, Oklahoma, and Texas.

2. DEFINITIONS

- 2.1 **"Wireless Interconnection Service"** - The interchange of traffic originated from a CMRS Provider's MSC through **SBC-SWBT**'s or the CLEC's point of switching for termination on the relevant Party's wireline switching network.
- 2.2 **"Local Calling Area or Local Calling Scope"** - That area in which the message telephone exchange service between two (2) or more End Offices, without a toll charge, is provided.
- 2.3 **"Minutes of Use"** (MOU) - For the purposes of this Appendix, MOU means the Terminating Traffic as recorded by the Primary Company or MOU provided by the

CMRS Provider to the Primary Company where the Primary Company is unable to measure the actual terminating usage.

- 2.4 **“Mobile Switching Center”** (MSC) - A CMRS Provider’s switching equipment or terminal used to provide CMRS Provider’s switching services or, alternatively, any other point of termination designated by the CMRS Provider. The MSC directly connects the CMRS Provider’s customers within its licensed serving area to the Primary Company's facilities.
- 2.5 **“Primary Company”** - The Party that provides the End Office or Tandem Office where the CMRS Provider chooses to connect terminating traffic. The Primary Company also bills the CMRS Provider for Wireless Interconnection Service.
- 2.6 **“Revenues”** - Those monies the Primary Company bills and collects from the CMRS Provider for jointly provided Wireless Interconnection Service.
- 2.7 **“Secondary Company”** - The Party that receives Terminating Traffic from the Primary Company.
- 2.8 **“Tandem Office”** - A Party's switching system that provides an intermediate switching point for traffic between End Offices or the network.
- 2.9 **“Terminating Traffic”** - That traffic which is delivered by a CMRS Provider to the Primary Company for termination at a point on the intraLATA wireline switching network.

3. ADMINISTRATION OF REVENUE DISTRIBUTION

- 3.1 The Primary Company will compute, bill, collect and distribute the revenue for jointly provided Wireless Interconnection Service for calls terminating within a LATA. On jointly provided Wireless Interconnection Service, the Primary Company will distribute a portion of the Local Transport (LT) Revenues as described below with the Secondary Company for its part in terminating traffic from the CMRS Provider. The Primary Company will distribute applicable Local Switching (LS) and Carrier Common Line (CCL) charges which are collected from the CMRS Provider to the Secondary Company, as described below.
- 3.2 Distribution of revenues will be computed using the rate elements as defined in SBC-SWBT's applicable Wireless Interconnection Tariff.
- 3.3 For terminating traffic, actual monthly wireless MOU will be measured by the Primary Company for each office in the LATA or provided to the Primary Company by the

CMRS Provider in those cases where the Primary Company is unable to measure the actual terminating usage.

- 3.4 Each month, the amount of CCL and LS revenue (based on the rates in the Primary Company's applicable tariffs) due the Secondary Company from the Primary Company will be determined by totaling the actual terminating MOU associated with each of the Secondary Company's End Offices and multiplying those MOU by the appropriate rates as set out above. The LT revenues due to the Secondary Company will be determined for each Secondary Company End Office by multiplying the billed MOU by the appropriate LT rate multiplied by the applicable End Office percentage ownership of facilities listed in Exhibit A to this Appendix.
- 3.5 The Primary Company will prepare a revenue and usage statement on a monthly basis. Within ninety (90) calendar days after the end of each billing period, except in cases of disputes, the Primary Company will remit the compensation amount due the Secondary Company. When more than one compensation amount is due, they may be combined into a single payment. No distribution will be made for the revenue the Primary Company is unable to collect.
- 3.6 The revenue and usage statement will contain the following information:
 - 3.6.1 The number of MOU for each of the Secondary Company's End Offices, the corresponding rate elements to be applied to the MOUs for each End Office, and the resulting revenues;
 - 3.6.2 The total of the MOU and revenues for the Secondary Company;
 - 3.6.3 The percent ownership factor used to calculate the distribution of Local Transport revenues; and,
 - 3.6.4 Adjustments for uncollectibles.
- 3.7 The Parties agree that revenue distribution under this Appendix will apply as of the effective date of the Agreement. The Primary Company will start revenue distribution on usage within sixty (60) calendar days from the date this Appendix is effective.

4. TERMINATION PROVISIONS

- 4.1 This Appendix shall remain in effect until terminated by either Party upon a minimum of thirty (30) calendar days written notice by such Party to the designated representative of the other.

- 4.2 This Appendix may be terminated by an order of an appropriate regulatory commission or a court of competent jurisdiction.

5. MISCELLANEOUS PROVISIONS

- 5.1 Exhibit A to this Appendix is attached and incorporated into this Appendix by reference. From time to time, by written agreement of both parties, new Exhibits may be substituted for the attached Exhibit A, superseding and canceling the Exhibit A previously in effect.
- 5.2 Each party will promptly upon request, furnish to the other such information as may reasonably be required to perform under this Appendix.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

EXHIBIT A TO APPENDIX WIRELESS

End Office Percent Ownership of Local Transport Facilities

CLLI Code

NPA-NXX

% Ownership of Transport Facilities